

DEPARTMENT OF PERSONNEL ADMINISTRATION

OFFICE OF THE DIRECTOR

1515 "S" STREET, NORTH BUILDING, SUITE 400

SACRAMENTO, CA 95814-7243



June 3, 2008

The Honorable Denise Ducheny
Chair, Joint Legislative Budget Committee
State Capitol, Room 5035
Sacramento, California 95814

**Re: Bargaining Unit 19 (Health and Social Services Professionals)—AFSCME
Bargaining Unit 18 (Psychiatric Technicians)—CAPT**

**Addendum for Personnel Relocation Costs Associated with Agnews
Closure—Fiscal over \$250,000**

Bargaining Unit 19: Health and Social Services Professionals

On May 13, 2008, DPA and representatives of State Bargaining Unit 19 reached agreement on issues related to the Agnews Developmental Center closure.

Bargaining Unit 18: Psychiatric Technicians

On May 15, 2008, DPA and representatives of State Bargaining Unit 18 reached agreement on issues related to the Agnews Developmental Center closure.

Both agreements share similar economic provisions:

Both agreements are essentially the same, and contain the following provisions:

- \$3,500 in relocation assistance to all employees who voluntarily report to another position within the Department of Developmental Services (DDS) at a location other than the Agnews location. Less than full-time employees will receive the Relocation Assistance on a pro-rated basis.
 - Thirty days prior to the specified reporting date the employee shall be advanced \$1,750, less required deductions and taxes. Failure to report to work will result forfeiture of the advance and any advanced monies will be collected, as specified.

- Ninety days after the first actual day of work, if the employee remains on active duty, the remaining \$1,750 will be paid. Failure to complete the 90 days will result forfeiture of the advance and any advanced monies will be collected, as specified.
- Relocation assistance shall not be subject to CalPERS deductions or be used to calculate retirement benefits, nor shall it impact the calculation of hourly rates of pay of any other type of leave balance.
- This is the sole relocation assistance provided. Relocation is not required by the department, and is thus voluntary on the part of employees.
- Employees who relocate within DDS will have the option to cash out no fewer than 40 hours, and no more than 80 hours, of accrued vacation/annual leave.
 - Payout for this provision shall be 3 weeks prior to the effective reporting date at the new DDS location.
 - For employees who choose not to cash out vacation/annual leave, the vacation/annual leave balances will be transferred with the employees to their new positions.
- Employees who relocate within DDS or who report to other state employment will have the option to cash out their compensating time off, excess time, holiday time, and personal leave time three weeks prior to reporting to their new assignments.
 - Employees who do not do not report to another DDS location or to another position in state employment will still receive a cash-out for these items, as required by law, but it shall not occur until the last day of employment.

Non-Economic Provisions

Both agreements have various non-economic provisions relating to working conditions, including placement and seniority, probationary periods, time off, reasonable accommodation, and other issues. These provisions are detailed in the attached agreements.

Cost

The costs associated with these agreements are one-time costs. The cost of cashing out compensating time off, excess time, holiday time, and personal leave time will have to be paid by the department regardless of this agreement; however, this agreement provides for the payment of these items at an earlier date for employees who remain in state employment.

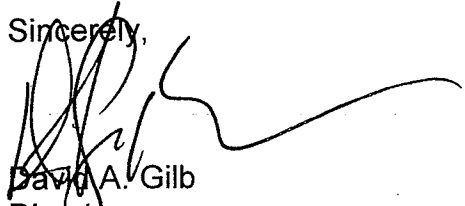
DPA has verified with DDS and the Department of Finance that costs for cashing out vacation/annual leave and relocation assistance have been anticipated and will be paid for out of existing funds in the Department of Developmental Services.

Timing to implement this agreement is critical.

The need for relocation assistance is timed to the closure of the Agnews facility. The Legislature, DDS, and DPA have long been aware of the imminent closure and have been working toward this end for over a year. DDS has provided detailed reports to the Legislature regarding the closure since January, 2005. These reports may be found in detail on DDS' website at http://www.dds.ca.gov/AgnewsClosure/ACP_Reports.cfm. Therefore, DPA respectfully requests that the Legislature give strong consideration to immediate approval of these agreements, without the need for further legislation.

If you have any questions, please contact Pamela Schneider, Legislative Coordinator, at 327-2348.

Sincerely,


David A. Gilb
Director

Attachments

cc: Members
Joint Legislative Budget Committee

Elizabeth Hill, Legislative Analyst
LAO

Jason Dickerson, Consultant
Office of the Legislative Analyst

Jody Martin, Principal Consultant
Joint Legislative Budget Committee

Diana Ducay, Program Budget Manager
Department of Finance

Michael Prozio, Deputy Legislative Secretary
Governor Schwarzenegger

Dianne Cummins, Chief Fiscal Policy Advisor
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Senate Appropriations Com.

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Assembly Appropriations Com.

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Senate Republican Caucus

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Senate PE&R Committee

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Senate Budget Committee

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Senate Budget Committee

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Alene Shimazu, Fiscal Manager
Office of Financial Management
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Jacquelyn Cervantes, LRO
DPA

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DPA

AGREEMENT REACHED ON MAY 15, 2008 BETWEEN THE STATE OF
CALIFORNIA AND CAPT
CONCERNING
DEPARTMENT OF DEVELOPMENTAL SERVICES
AGNEWS DEVELOPMENTAL CENTER CLOSURE

1. EMPLOYEE PLACEMENT

Limited placement opportunities currently exist within the Department of Developmental Services (DDS). Interested BU 18 impacted employees may on a voluntary basis, if interested, fill these vacancies as identified on the attached.

Eligibility

- a. Permanent and Probationary PTI, SPT, PT and PTA employees shall have the right to fill all vacant permanent or limited term positions within their classification that exist at Sonoma, Porterville, Fairview, Lanterman, Sierra Vista and Canyon Springs.
- b. DDS shall within seven (7) calendar days of the effective date of this agreement post a list of vacant BU18 positions by facility. A copy of the notice shall be forwarded to CAPT state office. Employees within 14 calendar days from the date of posting will notify Agnews Personnel Department of their preferred worksite selection from the posted list of positions by signing their name on the sign-up list for the vacant position. Employees may select by order of preference, up to two (2) sites; once a worksite is selected, the employee shall be awarded the position by the State Seniority.
- c. The selection and awarding of a position at a worksite is a one-time event and the employee's final worksite selection is irrevocable.
- d. If an employee on the preferential list refused an offer of employment, the position will be offered to the next senior employee on the list.
- e. Relocation Assistance will only be provided to those BU 18 impacted employees who voluntarily accept positions as identified on the attached based on exercise of their seniority preference.
- f. Married couples or domestic partners who are employed at Agnews DC will be given a hardship preference for a worksite, if they do not have the seniority for placement at their designated worksite.

2. REEMPLOYMENT

- a. Permanent and probationary PTI, SPT, PT and PTA who are unable to secure employment with the State or a Community State Staff assignment and who are laid off shall be placed on a Departmental Reemployment list for a period of five (5) years.

- b. When a vacant or newly created permanent or limited term position is being filled within the classification an employee held at Agnews Developmental Center, the Developmental Center before filling the vacant or new position by any other means, shall offer the position in writing to the most senior employee on the reemployment list.
- c. If an employee on the reemployment list refuses an offer of employment or does not respond, the position shall be offered to the next employee on the list. An employee must respond to the offer by mail or fax by the date indicated on the contact notice to the employee. The date on the notice will be in accordance with State Personnel Board regulations.
- d. An employee who refuses or does not respond to the offer of employment within the noted time period, shall remain on the reemployment list until the list expires or they notify DDS they want to be removed from the reemployment list.
- e. The selection of a position by the employee is final and failure to report to the assignment once accepted will disqualify the employee for any other openings and their name will be removed from the reemployment list.
- f. All BU 18 employees will have SROA/Surplus status for a minimum of 120 calendar days. SROA/Surplus status may be extended by the State consistent with the layoff date of each employee, in increments up to a maximum of 120 calendar days per SROA Policy and Procedure Manual. SROA/Surplus notification was sent to BU 18 employees on March 5, 2008.

3. RELOCATION ASSISTANCE

a. RELOCATION ASSISTANCE ELIGIBILITY

- i. This Relocation Assistance is provided to Agnews Developmental Center (ADC) BU18 impacted employees who voluntarily report to another position within the Department of Developmental Services (DDS). The amount of the Relocation Assistance shall be three thousand five hundred (\$3,500) dollars.
- ii. No Relocation Assistance provision(s) shall apply to BU 18 Community State Staff (CSS) assigned employees.
- iii. No Relocation Assistance provision shall apply to BU 18 staff accepting a position in the Warm-Shut Down or the Outpatient Clinic (Primary Care Clinic).

b. RELOCATION ASSISTANCE TIMEFRAMES

- i. This benefit begins February 7, 2008, and sunsets when reemployment lists are established.
- ii. Employees shall report to another DDS location on the date specified as the reporting date and be ready, willing and able to work.

c. **ADVANCE AGAINST RELOCATION ASSISTANCE**

- i. Thirty (30) calendar days prior to the specified reporting date, an employee who has accepted a position in another DDS location will be issued an advance against the Relocation Assistance in the amount of seventeen hundred fifty (\$1,750) dollars less required deductions and/or taxes.
- ii. Failure to report on the specified reporting date as directed above will result in the loss of the Relocation Assistance. Recovery of the advance will be handled by deduction of earnings, against accrued leave balances and/or garnishment of wages/salary. If necessary, DDS will also file a claim for reimbursement with the Franchise Tax Board for any remaining balance due.
- iii. Failure to complete the ninety (90) calendar day active work status requirement indicated above will result in recovery of the advance and forfeiture of the balance of the Relocation Assistance as indicated in the above conditions.

d. **BALANCE OF THE RELOCATION ASSISTANCE**

- i. Ninety (90) calendar days after the first actual day of work, if the employee remains on active work status, the remainder of the Relocation Assistance of seventeen hundred fifty (\$1,750) dollars, less required deductions and/or taxes, will be issued to the employee.
- ii. Failure to complete the conditions/requirements indicated above will result in the forfeiture of the advance against Relocation Assistance and balance of Relocation Assistance and recovery of the forfeiture will be handled as indicated above.

e. **RELOCATION ASSISTANCE PARAMETERS**

- i. There will be no partial payment for fewer than ninety (90) calendar days from the first actual work day.
- ii. Employees with less than a full-time time base will receive the Relocation Assistance on a prorated basis.
- iii. The Relocation Assistance will not be subject to PERS deductions and will not count towards PERS retirement.
- iv. The Relocation Assistance will not count in the calculation of hourly rates of pay for overtime, IDL, EIDL, NDI or lump sum cash out vacation, sick leave or any other leave balance.

- f. This agreement is the sole provision providing Relocation Assistance. No other Relocation Assistance is provided. This means: It is understood that the appointing authority is not requiring employees to accept positions at (or relocate to) another DDS facility and that employees accepting positions at other DDS facilities do so voluntarily. Accordingly, employees who accept positions at another DDS facility are not eligible for moving and relocation allowances under the provisions of Government Code Sections 19841 and 19842, DPA regulations 599.714 through 599.724.1, inclusive.

4. VACATION/ACCRUED LEAVE CASH OUT

- a. Employees who voluntarily report to their new location within DDS will have the option to cash out no fewer than 40 hours vacation accumulation, but no more than 80 hours. Vacation payout will be three (3) weeks prior to the effective reporting date at the new DDS location.
- b. If an employee does not elect to cash out vacation/annual leave, the leave balance shall be transferred with the employee to their new State work location.

5. CTO, EXCESS TIME, HOLIDAY TIME, AND PERSONAL LEAVE

- a. Upon request of the Agnews Developmental Center (ADC) employee, who voluntarily reports to other DDS locations, DDS agrees to cash out CTO, Excess Time, Holiday Time and Personal Leave to a zero balance. The "cash out" will be paid three (3) weeks prior to the effective reporting date to the new reporting site.
- b. Upon request of the ADC employee, who voluntarily reports to other State employment, DDS agrees to cash out CTO, Excess Time and Holiday Time to a zero balance. The "cash out" will be paid three (3) weeks prior to the effective reporting date to the new reporting site. If no request is received, all CTO and Excess Time balances will be cashed out to employee on the last day of employment with DDS.

6. WORKING CONDITIONS FOR DDS ONLY

a. PROBATIONARY PERIOD

- i. Employees will not be required to serve a new probation period when being deployed to a Developmental Center or Community Facility.
- ii. Employees who are on a probationary period at the time of deployment to a Developmental Center or Community Facility shall complete their probationary period at the deployment site, consistent with SPB Rules and collective Bargaining agreement.

b. VACATION RECONCILIATION

- i. Employees will reconcile their bid vacation slot(s) with bid vacation slots in conflict at their new work site. If their bid vacation cannot be reconciled, they will be offered a vacation from the available days on the vacation calendar.
- ii. Those who lose their original vacation time based on the above procedure may request a hardship exception by discussion with the Program Director at the new site. If the employee is not satisfied with the response of the Program Director, the employee shall raise his/her concern to the Clinical Director/Administrator for final disposition.

c. AD HOC TIME OFF

Ad Hoc time off approved prior to the report date will be contingent upon availability at the new worksite.

d. FORMAL REASONABLE ACCOMMODATION

An employee's approved Reasonable Accommodation will be reviewed at the new worksite and assigned consistent with their medical conditions and all applicable rules.

e. DAYS OFF SCHEDULING METHODS

Employees will be incorporated into the existing day off cycle of the receiving facility.

f. PHYSICAL ABILITIES TESTING

Employees will not be required to take a P.A.T. at the selected DDS worksite.

7. WORK INCURRED AND NON-WORK INCURRED LEAVES OF ABSENCE

- a. Employees on Workers' Compensation or non-work incurred injury leaves of absence will become employees of the new worksite. It will be the impacted employees' responsibility and obligation to communicate with the new worksites' officials (Program Director and the Health and Safety Officer) prior to the report date about their medical condition and return-to-work status and on a regular basis thereafter, as agreed to with their supervisors in accordance with the bargaining unit 18 MOU and applicable laws.

The agreement and all of its provisions expires upon completion of the above listed provisions.

Ratification

This agreement will be effective when all of the following are met:

- The tentative agreement is approved by the Legislature
- The expenditure of funds is approved by the Legislature

STATE
Bruce Clark 5/20/08
Karen Clark 5/21/08
Bruce G. Meneely 5/21/08
John 5/21/08
Patricia Gay
Theresa Billet

CAPT
Ken Murch 5-20-08
Gary R. Stuyck 5/20/08
Stephane Brown 5/21/08
Rich Chidum 5-21-08

ADC BU 18 Vacancies

04/24/08

Classifications	Canyon Springs	Porterville	Sonoma	Sierra Vista	Lanterman	Fairview
Psych Tech	1	7	6	*2	None	3
Psych Tech Assit.	1		4		None	1
Senior Psych Tech		8	6	*1	None	2
Psych Tech Instruc.		1			None	
*Interviews 4/28 ADC Applicants						

04/24/08

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